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BILL NO. S-96-07-*06*

SPECIAL ORDINANCE NO. S-51-96

**AN ORDINANCE** of the Common Council fixing, establishing and ratifying compensation for certain City employees of the City of Fort Wayne, Indiana, represented by the **NATIONAL CONFERENCE OF FIREMEN AND OILERS LOCAL NO. 7 AFL-CIO**.

**WHEREAS**, this Council is required to approve all collective bargaining decisions with regard to annual pay and monetary fringe benefits; and

**WHEREAS**, such compensation for employees of the City of Fort Wayne, Indiana, represented by the **NATIONAL CONFERENCE OF FIREMEN AND OILERS LOCAL NO. 7 AFL-CIO** has been arrived at pursuant to an agreement reached by and between the City and the **NATIONAL CONFERENCE OF FIREMEN AND OILERS LOCAL NO. 7 AFL-CIO** in accordance with collective bargaining as authorized and envisioned by the City's salary ordinances (two copies of said agreement are on file in the Clerk's Office and available for public inspection); and

**WHEREAS**, said agreement is for three (3) years, but pursuant to Indiana law, the compensation provided for therein must be annually ratified; and

**WHEREAS**, the Common Council desires to express its approval of the agreement and the compensation package for the year 1996; and

**WHEREAS**, this ordinance is necessary to ratify, fix and establish such compensation for said employees of the City of Fort Wayne, Indiana, represented by the **NATIONAL CONFERENCE OF FIREMEN AND OILERS LOCAL NO. 7 AFL-CIO** for the year 1996.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
THE CITY OF FORT WAYNE, INDIANA:**

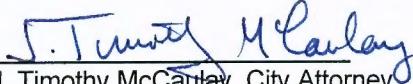
**SECTION 1.** The 1996 - 1998 Agreement by the Between the **NATIONAL CONFERENCE OF FIREMEN AND OILERS LOCAL NO. 7 AFL-CIO** and the City of Fort Wayne, two copies of which are on file in the Office of the City Clerk and available for public

1 inspection, is hereby approved and ratified in all respects, including the compensation package  
2 for the year 1996.

3 **SECTION 2.** This Ordinance shall be in full force and effect from and after its  
4 passage and any and all necessary approvals by the Mayor.

5   
6 Council Member  
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8 APPROVED AS TO FORM  
9 AND LEGALITY

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11 J. Timothy McCaulay, City Attorney  
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**DIGEST SHEET**

**TITLE OF ORDINANCE SPECIAL ORDINANCE**

**DEPARTMENT REQUESTING ORDINANCE HUMAN RESOURCES/LAW/LABOR RELATIONS**

**SYNOPSIS OF ORDINANCE RATIFIES 3 YEAR AGREEMENT AND 1996 COMPENSATION PACKAGE FOR EMPLOYEES OF THE CITY REPRESENTED BY THE NATIONAL CONFERENCE OF FIREMEN AND OILERS LOCAL NO. 7 AFL-CIO.**

**EFFECT OF PASSAGE AGREEMENT APPROVED.**

**EFFECT OF NON-PASSAGE AGREEMENT NOT APPROVED.**

**MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS)**

**ASSIGNED TO COMMITTEE (PRESIDENT)**

Read the first time in full and on motion by Frank Crawford and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Council Conference Room 120, City County Building, Fort Wayne, Indiana, on 19, the 19 day of August o'clock  
M., E.S.T.

DATED: 7-23-94

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Frank Crawford, and duly adopted, placed on its passage. PASSED POST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS				<u>✓</u>
HALL	<u>✓</u>			
HAYHURST	<u>✓</u>			
HENRY	<u>✓</u>			
LUNSEY				<u>✓</u>
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			

DATED: 8-13-94

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO S-51-94  
on the 13<sup>th</sup> day of August, 19 94

ATTEST:  
Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

(SEAL)  
Q. Schmidt  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14<sup>th</sup> day of August, 19 96,  
at the hour of 2:00 o'clock P.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 16<sup>th</sup> day of August,  
19 96, at the hour of 10:00 o'clock A.M., E.S.T.

Paul Heimke  
PAUL HEIMKE, MAYOR

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LAW DEPARTMENT MEMORANDUM

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TO: MEMBERS OF COMMON COUNCIL  
FROM: J. TIMOTHY MCCAULAY, CORPORATION COUNSEL   
SUBJECT: NATIONAL CONFERENCE OF FIREMEN AND OILERS,  
AFL-CIO, LOCAL NO. 7  
DATE: JULY 23, 1996

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Listed below is a summary of changes in the 1996 - 1998 IBFO agreement:

**ARTICLE I - PERIOD OF AGREEMENT:** Three year agreement.

**ARTICLE III - UNION RECOGNITION:**

**Section 2 Agency Shop** - Any employee who for religious reasons cannot become a member of this union shall have union dues deducted and contributed to a local charity of their choice.

**ARTICLE VI - GENERAL REGULATIONS AND WORKING CONDITIONS:**

**Section 1 Working Schedules** - The regular working hours for employees shall begin no earlier than 7:00 a.m. and not later than 8:30 with a paid lunch period of twenty (20) minutes, Monday through Friday.

**Section 4 Layoffs** - Any employee employed as of December 1, 1995 shall not be subject to layoff during the term of this agreement.

**Section 5 Promotions** - Management may extend the trial period of an employee from 30 days to 45 days by giving notice to the employee and union prior to completion of 30 day trial period.

An employee with 15 months of membership in bargaining unit upon bidding and receiving a higher or lower classification shall begin at the second step of classification, after three months moving to top step of classification.

**Section 6 Sick and Accident Leave** - Regular employees hired after December 31, 1995 shall accrue sick time at 1.54 hours per week (2 weeks per year). Sick Abuse Language has been incorporated.

Employees who submit an altered original or fictitious document for medical certification will be subject to dismissal.

**Section 9 Death Leave** - Incorporate City Policy regarding death leave granting the employee three (3) consecutive work days off for immediate family.

**Section 14 Vacations** - Incorporate Accrual Vacation Language from Vacation ordinance. Employees will accrue vacation time at 1.54 (two weeks per year) from date of hire until completion of fifth year. Employee may take one week after six months in their first year. Employees shall accrue 2.31 hours (three weeks per year) per calendar week beginning their sixth year of employment through their fourteenth year. Employees shall accrue 3.08 (four weeks per year) hours per calendar week through twenty years of service. Employees hired prior to January 1, 1996 shall receive a longevity bonus payable upon 20 years of service and each year thereafter. Time which has not been accrued may not be taken.

An employee may sell back to the City accrued vacation in excess of 80 hours and any unused personal days. All requests must be made prior to November 1 of any year.

Six day shift employees shall receive a 6<sup>th</sup> day of vacation time, at straight-time pay, for each five (5) consecutive days of vacation taken.

**Section 16 Personal Time** - Effective January 1, 1997 the birthday holiday and any additional personal days given at 5 years and 20 years will be eliminated. Employees hired prior to January 1, 1997 shall receive a longevity bonus equal to 24 hours x hourly rate per year at 5 years of service and every year thereafter. Each employee shall receive five (5) personal days per year.

**Section 17 Premium Pay-Overtime** - The employer will reimburse any employee up to \$10.00 per meal for meals eaten by the employee during call-out situations on Saturday, Sunday or legal holidays during regular meal times which are defined.

**Section 18 Full Employment and Weather Conditions** - When the heat index, a combination of temperature and humidity is 115 degrees or higher, outside work shall be suspended except for an emergency.

**Section 19 Retirement** - Upon retirement, an employee shall receive credit for all accumulated sick time and shall be paid for said time at \$1.00 for each hour up to 520 hours; 50% of the employee's normal straight time hourly rate for each accumulated hour over 520; or employee may use sick leave over 520 hours to purchase group health insurance with credit given at 100% of the employee's normal straight hourly rate for each accumulated hour over 520.

**Section 20 Protective Equipment** - Employees required to wear safety shoes shall purchase and wear them. Foul weather gear shall be furnished by the Utility as determined by management.

**Section 21 Group Insurance** - Employee health insurance shall remain the same as 1995 rates. For 1997 and 1998 coverage may not increase by more than 10% for basic health insurance plan.

Employees or beneficiaries of employees, shall receive full payment at employee's regular straight time rate for all accumulated hours of sick and personal accident leave.

**Section 22 Tuition** - Employees completing management approved educational/technical programs with a passing grade of a "c" or better shall be reimbursed for full cost for such training.

**Section 23 Productivity Bonus** - A productivity bonus of \$175.00 shall be payable to each employee on June 1, 1996. For 1997 and 1998 each employee shall receive a productivity bonus of at least \$175.00, but not more than \$525.00 payable on June 1, 1997 and June 1, 1998. The bonus will be based on the percentage of productivity/efficiency goals that were reached in the prior year. The goals will be established by a joint union/management committee.

#### **ARTICLE VII WAGE SCHEDULES**

**Section 1 Signing Bonus** - Each employee shall receive a signing bonus which is 2.5% of the rate for all hours compensated each employee beginning on January 1, 1996 through July 21, 1996. Each employees permanent classification rate on July 21, 1996 will be used.

- Schedule A** - \$.20 equity increase to Plumber Crew Leader position  
2.5% increase above 1995 rates beginning on July 22, 1996.
- Schedule B** - 3% increase above 1996 rates beginning on January 1, 1997.
- Schedule C** - 3% increase above 1997 rates beginning on January 1, 1998.

Admn Appr \_\_\_\_\_

## DIGEST SHEET

**TITLE OF ORDINANCE:** Approving negotiated contract for employees of the Water Maintenance & Service Department covered by the **National Conference of Firemen and Oilers, Local No. 7, AFL-CIO (IBFO)** for January 1, 1996 through December 31, 1998

**DEPARTMENT REQUESTING ORDINANCE:** Human Resources

**SYNOPSIS OF ORDINANCE:** Approval of 2.5 percent increase for 1996, and a 3 percent increase for 1997 and 1998, covered by wage schedules A, B and C.

**EFFECT OF PASSAGE:** 2.5 percent wage rate increase over 1995 rates.  
3.0 percent wage rate increase over 1996 rates.  
3.0 percent wage rate increase over 1997 rates.

**EFFECT OF NON-PASSAGE:** Rates remain at 1995 levels.

**MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS):** \$50,993/year  
(Based on 6/26/96 figures of 80 employees @ 973.1581/hr, x 2096 hrs/yr = 2,039,739 x .025 = \$50,993/yr straight time wage cost).

Productivity Bonus for 1996 - 80 employees x \$175.00 = \$14,000.00.  
1997 and 1998 - minimum of \$175.00 up to \$525.00

Savings - Based on percentage of productivity/efficiency goals reached.

## **I.B.F.O. #7 - WATER MAINTENANCE & SERVICE DEPT.**

January 1, 1996 thru December 31, 1998

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## PREAMBLE

This Agreement by and between the City of Fort Wayne, Indiana, hereinafter referred to as the Utility or Employer, and Local No. 7 of the **National Conference of Firemen and Oilers, AFL-CIO, affiliated with Service Employees International Union** hereinafter referred to as the Union, covers all job classifications listed in Article VII, **the wage schedule**.

Witnesseth: To facilitate the peaceful adjustment of differences that may arise and to promote harmony and efficiency for the mutual benefit of the Utility, the Union, and the general public, the parties to this Agreement have agreed together as follows:

## ARTICLE I - PERIOD OF AGREEMENT

Section 1. Working Agreement: (a) This Agreement shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of January, **1996**, and shall continue in force and effect through the 31st day of December, **1998**, and from year to year thereafter, unless it is cancelled or amended.

(b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, **1998**, or October 1 of any subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, **1998**, or November 30 of any subsequent year, and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be effective on December 31, **1998**, or on the anniversary date of any subsequent year. During this period, both parties agree to continue negotiations in an effort to reach a settlement.

(c) Changes in the working agreement agreeable to both parties may be made at any time.

Section 2. Wage Schedules: (a) The wage and salary rates set out in Schedule A shall take effect at the conclusion of satisfactory negotiations, but not before the **22nd day of July, Schedule B shall take effect January 1, 1997 and Schedule C shall take effect January 1, 1998 and shall be effective through December 31, 1998.**

(b) Changes in the wage schedules agreeable to both parties can be made at any time.

## **ARTICLE II - MANAGEMENT RIGHTS**

The Union hereby recognizes the Employer as having the sole right to direction of the working forces, including but not limited to the right to decide the policies, methods, work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Utility's business, the right to hire, discharge, suspend, discipline, promote, demote, assign, and transfer employees and to release such employees because of lack of work or for other proper and legitimate reasons. The exercise of these rights by Management shall not be used in any manner which negates, modifies, or supersedes the rights of the employees where such rights are expressly set forth in this Agreement.

## **ARTICLE III - UNION RECOGNITION**

Section 1. Union Recognition: (a) The Utility agrees to recognize the Union as the exclusive bargaining agent for all its employees within the bargaining unit as listed in Article VII concerning their hours, wages, and other conditions of employment. It is agreed that this Agreement applies to all types of work usually performed by such employees.

(b) In this regard, complaints filed by the Union which allege violations of this section shall be immediately and impartially investigated by a representative of the Labor Relations Department. If needed, the Employer will take necessary corrective action.

**Section 2. Agency Shop:** (a) As a condition of continued employment, all employees whose job classifications are covered by this Agreement and who elect not to become members of the Union shall (1) pay to the Union directly an amount equal to the Union's initiation fee and (2) thereafter pay to the Union each month, either directly or through payroll deductions, an amount of money equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. Each employee who enters a bargaining unit job shall begin such payments in the month in which he/she completed his/her first three months of service in such job.

**(b) Employees who for religious reasons cannot become members of the Union shall have an amount equal to above described fee/dues deducted and contributed to a local charity agreeable to the employee and the Union. Such deduction shall be made by the Employer to the named charity with notice of the deduction made to the Union at time such deduction is made.**

**(c) If an employee fails to comply with the foregoing provisions, the Union shall advise him/her by certified letter (with a copy to the Labor Relations Director) that if he/she doesn't pay or arrange to pay his/her arrears within seven calendar days after receiving the letter, the Union will request the City to terminate his/her employment. If the employee has not complied by the end of the period, the Union shall notify the Labor Relations Director, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that**

period, he/she shall be removed from employment with the Utility, losing all seniority rights and other benefits established by this Agreement.

(d) The Union agrees to indemnify and hold the City harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the Utility and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

Section 3. Union Dues Checkoff: (a) With proper authorization, including voluntary written wage assignments from employees who are covered by this Agreement and who are members of the Union, the City shall deduct each month from the earnings of each such employee an agreed-upon amount representing his/her current regular monthly Union dues and shall remit such monies, together with the appropriate records, to the proper Union officials.

(b) Any individual wage assignment may be revoked by the employee by giving proper written notice to the Utility. The Union will be notified by the City when any individual wage assignment is revoked by an employee **and concurrently the City will inform such employee of the employee's obligation under this Agreement.** In the event of an over-charge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Utility shall make the necessary additional deductions in the next succeeding month or months. In any case, the Utility's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this paragraph; the Union will protect the Utility from any and all further liabilities and claims which may arise under this paragraph.

(c) Any concerted action on the part of the Union, such as a strike or slowdown, will result in the Union dues checkoff being suspended for one (1) year starting from the date of such strike or slowdown. Slowdown is defined as activities which interfere with the Utility's normal operations, and would be determined by a third party agreeable to both parties.

## **ARTICLE IV - NON-DISCRIMINATION**

The parties agree that there shall be no discrimination in employment opportunities because of race, color, creed, sex, national origin or age, as provided in Title VII of the 1964 Civil Rights Act, as amended, and the Age Discrimination in Employment Act of 1979.

This Agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement, upgrading, transfer or demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training including apprenticeships, layoff, or termination.

## **Article V - GRIEVANCE AND ARBITRATION**

Section 1. Grievance Procedure: The Utility and the Union recognize that, from time to time, grievances, disputes, and complaints may arise over matters within the purview of this Agreement. Therefore, whenever the Union or any employee covered by this Agreement feels that the Utility has acted erroneously or improperly in interpreting or applying any of the provisions of this Agreement, then the Union or the employee, within five (5) working days of the Utility's action, may invoke the provisions of this Article V. The grievance shall be processed during the regular working hours in the manner hereinafter set forth:

First Step: The grievance shall be written and presented by the aggrieved employee and/or Union representative to the manager of the department wherein the incident occurred which gave rise to the grievance. The department manager must give his/her written answer within three (3) working days, weekends and holidays excluded.

Second Step: If no satisfactory settlement is reached in Step 1 within three (3) working days, the grievance shall be advanced to Step 2 by the Union representative, who will discuss the grievance with the Division director. Within three (3) working days, the Division director shall give his/her written answer.

Third Step: If the grievance has not been satisfactorily settled in Step Two, the appeal to Step Three may be within five (5) working days from the receipt of Step Two answer. The Union representative shall discuss the grievance with the Director of Personnel/Labor Relations Director or his/her designated representative as soon as possible after appeal to this Step. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall within thirty (30) days following receipt of the Employer's third step answer, notify the Employer of the Union's intent to arbitrate the dispute.

Section 2. Extension of Time Limits: In any of the foregoing steps, the time allowed for discussion, adjustment, or appeal to the next step may be extended by mutual agreement. Failure of the Union or of employees to process the grievance to the next step within the time limit shall constitute a basis for the Employer denying the grievance.

Section 3. Arbitration Procedure: Upon receipt of the written notice by one party from the other, the parties will request from the Federal Mediation and Conciliation Service a panel of **seven (7) impartial arbitrators, who shall reside or maintain a billing office within two**

**hundred (200) miles of the City of Fort Wayne.** Upon receipt of such a panel, the parties shall mutually agree which party shall strike the first name from the list provided. The remaining names after the first strike shall be eliminated by striking on an alternate basis. The arbitrator whose name remains shall be deemed to be the arbitrator selected by mutual agreement of the parties.

The expenses and fees of the arbitrator shall be borne equally by the Utility and the Union. Each party shall bear its own costs for its preparation, attendance of its own representatives at the hearing including all witnesses, exhibits or any other matter which is the desire of the given party to bring to the attention of the arbitrator.

The arbitrator shall make a decision based upon the evidence which is submitted at the hearing. The function of the arbitrator shall be of a judicial and not a legislative nature. He/she shall not have the authority to add to, ignore or modify any of the terms and conditions of this Agreement. Any decision rendered by the arbitrator must be in writing. His/her opinion must cite the article and section of the agreement on which he/she has based his/her decision. The decision of the arbitrator shall be final and binding on both parties.

**Section 4. Mutual Undertakings:** The services performed by the employees covered by this Agreement are essential to the operation of a municipal utility and to the welfare of the public dependent thereon. In consideration thereof:

(a) The Union agrees that employees will individually and collectively perform loyal and efficient work and service to the Utility and the public, protect Utility property, cooperate in advancing the Utility's program, and protect service to the public.

(b) The Union agrees that in no event whatsoever shall any of the employees covered by this Agreement be permitted to cease or refuse continuous performance of their duties in order to coerce the Utility in a dispute. The Union agrees that if any of the employees covered herein cease or refuse work of their own volition, the Utility shall be free to obtain competent services to continue its normal operations.

(c) The Union agrees to cooperate with the Utility in replacing any employee covered by this Agreement who is found guilty by the Union and the Utility of not performing his/her duties in a reasonably efficient manner or who consistently acts in an objectionable manner toward his/her fellow employees, the Utility, or its customers.

(d) The Union agrees that crew foreman or working supervisory leaders covered by this Agreement are responsible for conduct of field crew members consistent with Utility Work Rules and procedures, and for efficient work performance and service in the field as assigned by department management.

(e) The Union understands and reaffirms the established Utility rule prohibiting consumption of alcoholic beverages or other intoxicating substances during working hours, at break periods, or at any meals when the employee is returning to work after the meal during a regularly scheduled work shift. Alcoholic beverages or other intoxicating substances shall not be brought on Utility property (including City vehicles) at any time. Violation of the above shall be cause for immediate dismissal.

If an employee reports for work under the influence of alcoholic beverages and is unable to perform his/her duties and/or constitutes a safety danger to himself/herself or other employees because of this condition, the employee shall be sent home.

Theft or misappropriation of property belonging to the City, other employees, or private citizens shall be cause for immediate dismissal.

(f) The Utility agrees not to prevent the continuous performance of the duties required in the normal and usual operation of the Department; but this shall not be interpreted to restrain the Utility from awarding contracts for work within the scope of this Agreement when, in the judgment of the management, greater efficiency or economy would result. However, if it is decided to contract any such work, it is agreed that no employee having one (1) year or more of seniority will be laid off or transferred to a lower classification of work as a result of such decision.

(g) In consideration of (b) and (c) of this Section, the Utility shall endeavor to handle any misunderstanding that may arise in a fair and equitable manner and shall not coerce employees' position in application of Section 1 of Article V.

## **ARTICLE VI - GENERAL REGULATIONS AND WORKING CONDITIONS**

Section 1. Working Schedules: (a) The regular working hours for employees of the Water Maintenance and Service Department shall be eight (8) **consecutive** hours which shall begin not earlier than 7:00 a.m. and not later than 8:30 a.m. with a **paid** lunch period of **twenty minutes** Monday through Friday, except for employees covered in paragraph (c), (d), and (e) below. The day's work shall begin and end at the storeroom.

(b) Employees shall have the option of remaining at the job site to eat lunch or leaving the job site to go to a restaurant or shelter. In the latter case, the total time away from the job, i.e., the lunch period plus the time spent in traveling from and back to the job, shall not

exceed **thirty (30)** minutes.

(c) Employees who work on a shift basis shall work according to schedule posted at departmental headquarters. **Any serviceperson** working the day shift shall work from 8:00 a.m. to **4:00** p.m., with **twenty (20)** minutes for lunch. The **serviceperson** working the evening shift shall work from **2:00** p.m. to **10:00** p.m.

(d) **Any starting time covered by paragraph (c) may be changed** after a minimum of three working (3) days notice. There will not be alternate starting times among the **maintenance crews including the line crews, hydrant crews and valve crews except as provided in paragraph (e)**. The Monday through Friday schedule shall not be reduced during any workweek.

(e) **The language in above paragraphs (a), (b), (c) and (d) notwithstanding, the Employer may, during the period between March 1 and November 30 only, and for good reason establish shifts and shift starting times different than those started in said paragraphs. Prior to taking such action the Employer shall notify the Union at its headquarters in Chicago, Illinois or such other place as designated by the Union.**

(1) **Such notice shall be given not less than forty-five (45) calendar days prior to such anticipated change, and during such forty-five (45) day period the Employer will meet with the Union to present the anticipated change(s).**

(2) **The Employer shall hear and respond to any inquiry and/or suggestion for change or other modification of the Employer's plan presented by the Union.**

**(3) Any resulting change(s) shall recognize the seniority rights of the affected employee(s) allowing each senior employee a choice, if any, resulting change presents alternatives of whatsoever kind.**

**(4) Following completion of the steps listed above, the action directed shall not be effected until completion of any involved bid period. For purpose of this section, the bid procedure shall be conducted by the assembly of the involved crews or individuals and by seniority each employee in each classification shall by voice, or other agreed sign, select an available vacancy. This procedure shall continue until all crews/positions have been selected. Provision shall be made in order that senior employees unable to attend the scheduled assembly shall be allowed to exercise their choice by telephone contact or by the employee appointing a proxy.**

**(5) Nothing in this provision shall be construed to prevent the Employer from establishing contingency plans including shift changes or shift starting time changes provided the forty-five (45) day notice provision is honored.**

Section 2. New Employees: (a) A new employee shall be considered a probationary employee for a period of ninety calendar days, during which time the Utility can release such employee at its sole discretion without giving rise to a grievance.

(b) Upon the completion of the above probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with the seniority which accumulated during his/her probationary period.

Section 3. Seniority: (a) For the purpose of this Agreement, seniority (length of service in continuous employment) shall date from the first day of employment in the Water Construction Department. In the event two or more employees shall have the same date of hire, seniority shall be determined by alphabetical order, beginning with letter "A," of the first letter of the last name of the employees at the date of hire into the bargaining unit.

(b) The seniority of an employee shall terminate under any of the following conditions:

1. When an employee is laid off for a period of more than two years.
2. When a laid-off employee fails to give notice of his/her intention to return to work within forty-eight hours after the Utility has sent to his/her last known address a registered letter requesting his/her return.
3. When he/she gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him/her, unless unusual circumstances pre-vent reporting or unless notice of resignation must be given to a secondary employer, in which cases maximum two 2 weeks from date letter has been sent will apply.
4. When he/she resigns his/her employment with the Utility.
5. When he/she is discharged for just cause.
6. When he/she violates the terms of a leave of absence.
7. When he/she accepts a pension under the Public Employees Retirement Fund.
8. When absent more than three days without reporting to his/her supervisor or the office of the Superintendent of the Department.

(c) If an employee covered under Article VII is transferred, promoted or appointed to a job with the Utility not covered by that Article, he/she shall, upon the expiration of that job or of his/her tenure in that job, be restored to his/her former position or, if such position has been eliminated, to a job in the highest classification attained prior to holding such eliminated position, with all the seniority and rights accumulated during his/her absence. However, effective with transfers made on or after February 11, 1973, should the transfer extend beyond one year, except for promotion to management in the Water Maintenance and Service Department, an employee's seniority and rights shall be frozen after the transfer shall have extended for one year. In the event the employee is returned to the Water Maintenance and Service Department, he/she shall be restored to his/her former position, or, in the event his/her seniority shall not entitle him/her to that position, to a job to which his/her seniority entitles him/her.

The seniority and rights of employees transferred in the past from Water Maintenance and Service Department and who, as of February 11, 1973, hold jobs with the Utility not covered by Article VII, are set forth in a separate letter of intent effective as of February 11, 1973.

(d) All time off during any one calendar year in excess of thirty days for leaves of absence shall be deducted in computing years of service.

Section 4. Layoffs: (a) Layoffs because of lack of work shall be in accordance with the straight seniority rules; i.e., the employee(s) most recently hired in the Department will be laid off first. When adding to the forces, those in the groups most recently laid off shall be the first in the group to be re-employed, if available. When layoffs affect permanent, full- time employees, the Utility will notify the Union in advance of the application of seniority

provisions. Where practical, a three-day advance notice will be given.

**(b) Any employee employed as of December 1, 1995 shall not be subject to layoff during the term of this Agreement.**

Section 5. Promotions: (a) Promotions shall be made by the department manager and the Personnel Director so that the senior qualified bidder is promoted. All employees shall have **thirty (30)** working days trial and may request reinstatement to former position, or management may deem employee unqualified and return to former position, **or management may extend the trial period to forty-five (45) working days by giving notice to the employee and the Union prior to completion of the thirty (30) day trial period.** The term "working day" shall include holidays.

(b) Where fitness, ability, efficiency and work record appear to the Employer to be equal, seniority shall govern.

(c) The Union agrees that any employee belonging to the bargaining unit cannot bid on a lower classification after bidding on and receiving a higher classification, unless he/she has served at least one (1) year on the job so received, or unless physical condition supported by competent medical doctor's statement makes it impossible for him/her to perform the job.

(d) He/she can bid on a higher classification at any time if an opportunity presents itself.

(e) When a full-time, active employee leaves the Water Maintenance and Service Department from a job classification covered by this Agreement for reasons other than layoff, the Utility, within fifteen (15) calendar days, shall either notify the Union that the employee will not be replaced, or shall determine that a vacancy exists and shall post on its bulletin boards an

invitation for bids on the vacancy. The same procedure shall be followed when the vacancy, although not permanent, is expected to continue on a temporary basis for approximately ninety (90) calendar days or longer; in this instance, the posting shall note that the vacancy is temporary. When an additional position in a job classification is to be filled, a notice shall be similarly posted. (Exceptions to this posting requirement shall be those classifications indicated in Article VII by \*\*.)

(f) When there is more than one employee in a classification where a vacancy occurs, the member(s) having seniority within that classification shall receive bid preference, and the resulting vacancy shall then be posted for general bidding.

(g) Each such notice shall remain posted for a period of five working days; all bids must be submitted before the end of the posting period. Any selection made from among those bidding shall be posted within five additional working days. If the department manager is of the opinion that there were no qualified bidders, he/she shall so inform the Union and those who bid on the job.

**(h) There are four steps in each job classification:**

**(1) An employee with less than fifteen (15) months of membership in the bargaining unit shall follow the pay steps for incremental increases within a job classification.**

**(2) Any employee with at least 15 months of membership in the bargaining unit, upon bidding on and receiving a higher classification shall be paid at the second step of the pay scale for the new job for the first three (3) months and at the top step of the pay scale**

**for the new job following the completion of the first three (3) months in the new job.**

**(3) An employee with at least one (1) year in his current job classification who bids on and receives a job in a lower classification shall be paid at the second step of the pay scale for the new job for the first three (3) months and at the top step of the pay scale for the new job following the completion of the first three (3) months in the new job.**

**Section 6. Sick and Accident Leaves:** (a) A regular employee **hired after December 31, 1995** shall accrue sick and personal accident leave at a rate of one and fifty-four hundredths (1.54) hours per week of full employment. All other regular employees hired prior to January 1, 1996 shall accrue paid sick and personal accident leave at a rate of either one and fifty-four hundredths (1.54) hours per week or two and thirty-one hundredths (2.31) hours per week of full employment. The meaning of full employment for sick accrual shall mean, beside all time worked, any time off such as vacation, holidays, etc., and any approved time off such as doctor's appointments, being late for good and sufficient reasons as snow storms, etc. Employees shall accrue two and thirty-one hundredths (2.31) hours per week for each week of employment in which the employee is in a pay status for such week, but will not accrue for such week if said employee shows there is evidence of a pattern of sick leave abuse. In no instances will sick time be accrued for full weeks of personal sick absence or occupational accident leaves or absence, layoff, disciplinary layoff, or time off not approved by the City. Sick pay will not be granted until completion of the 90-day probationary period. Sick leave shall be cumulative and carried over from year to year with no maximum limit of accumulation.

**(b) Use of paid sick and personal accident leave shall be deemed abusive under the**

**following circumstances:**

- (1) One (1) or more occurrences of absence charged to sick leave per month over a consecutive six month period.**
- (2) Four (4) or more occurrences of absence charged to sick leave in any three (3) month period.**
- (3) Maintaining a sick leave balance of less than forty (40) hours through use of short, one (1) or two (2) day absences charged to sick leave for a period of three (3) months or longer. (This provision shall not apply to employees with one (1) year or less of service).**
- (4) Two (2) or more occurrences of absence charged to sick leave on the day before, or the day after, a scheduled holiday or vacation period within a calendar year.**

**Any employee who falls in any of the above four (4) categories shall be notified in writing, with a copy to the Union, that the employee shall be required to submit a medical certificate before any subsequent absence is paid as sick leave, for a period of six (6) months. Such notice shall also advise the employee of his/her right to rebut the presumption of abuse. An employee may seek to rebut the presumption of abuse through medical records, prescription slips, or doctor reports for the purpose of extending the period of review prior to becoming subject to documentation requirements.**

**If an employee remains classified as an abuser of sick leave after the six (6) month documentation period, the City/Utility shall meet and confer with the Union as to a future course of action, including but not limited to requiring a second opinion as to**

**the legitimacy of the claimed injury or illness. Nothing in this definition shall be construed to limit discipline under the City's attendance policy.**

**(c) Employees in one of the four categories of presumed sick use abuse shall accrue sick leave at the 1.54 hours per week rate instead of 2.31 hours per week rate during such status and for one (1) year thereafter. If no abuse status for one (1) year, the employee shall return to 2.31 hours per week rate.**

**(d) If a regular, hourly rated employee is absent from work because he/she is disabled for more than one of his/her consecutive scheduled working days, then beginning with the first day of absence from work, the employee shall be entitled to sick leave allowances, payable for the duration of that disability or until his/her sick leave credit is exhausted. Any employee who reports for work as scheduled and is sent home because of illness while at work shall be entitled to sick leave allowances for the remainder of the shift until his/her sick leave is exhausted.**

**(e) If a regular employee is injured by accident arising out of and in the course of his/her employment, he/she shall be paid for the remainder of any shift during which the injury occurred as if he/she had worked the entire scheduled shift.**

If a regular employee is temporarily disabled as the result of such an injury and the injury did not result in casting or overnight hospitalization, he/she shall be entitled to the benefits provided by I.C. 22-3-3-7. An employee may use sick leave during such temporary disability. However, if the employee uses sick leave during the first seven (7) calendar days of any such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under State Worker's Compensation laws for those first seven (7) days if the disability continues for longer than twenty-one (21) days and have 2/3 of the sick leave hours used restored to

him/her. Furthermore, if the employee uses sick leave following, and including, the eighth (8th) day of such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under State Worker's Compensation laws and have 2/3 of the sick leave hours used restored to him/her.

If a regular employee is injured by an accident arising out of and in the course of his/her employment and the employee has exhausted all of his/her sick leave, the employee shall be entitled to no additional compensation from the Employer except those benefits provided under the State Worker's Compensation laws unless the injury resulted in casting or overnight hospitalization.

If the injury resulted in casting or overnight hospitalization, the employee shall be paid, in addition to those benefits provided under the State Worker's Compensation laws, the difference between the employee's normal, straight-time hourly or weekly wage rate and any such Worker's Compensation benefits. However, such payments shall not exceed four hundred eighty (480) hours.

(f) If an employee retires, any sick leave credit to which he/she may be entitled shall **cease to accumulate** on the day preceding the day on which the employee retires.

(g) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation. If the disability continues beyond the scheduled time of vacation, sick leave allowance (if any) shall begin on the first scheduled working day after the end of the scheduled vacation.

(h) If an employee is laid off, any sick leave allowances to which he/she may be entitled shall terminate upon the effective date of the layoff if the employee has been notified of

the layoff prior to the beginning of the disability. If the notice of layoff is given after the employee becomes disabled, the employee shall be entitled to his/her sick leave allowances for the duration of that disability.

(i) If an employee has been granted a leave of absence of more than thirty calendar days and the employee becomes disabled before the effective date of the leave, any sick leave allowances to which he/she may otherwise be entitled shall cease upon the effective date of the leave. If an employee becomes disabled while on any such leave of absence, he/she shall not be entitled to any sick leave allowances for that disability.

(j) To be entitled to any sick, and accident leave allowances hereunder, the employee with respect to each disability shall:

1. Be a regular employee.
2. Have sick leave credit when he/she becomes disabled.
3. Have reported the cause of his/her absence before the end of the first scheduled working day of absence.
4. Promptly present a physician's certification that he/she is disabled, if requested by the Utility.
5. Promptly adopt such remedial measures as may be commensurate with his/her disability and permit such reasonable examination and inquiries by the Utility's medical representatives as, in the Utility's judgment, may be necessary to ascertain his/her condition.

(k) An employee on sick leave shall notify his/her supervisor as far in advance as possible of the day on which he/she intends to return to work. If he/she returns without so

notifying his/her supervisor and if such return would result in extra costs and inconveniences due to rescheduling work, the employee may be sent home without pay for that day.

(l) Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer. In addition thereto, where there is evidence of a pattern of sick leave abuse the Employer shall have the right to require a medical certificate for any absence claimed as sick leave until such time as the pattern of abuse no longer exists.

(m) No paid sick leave shall be allowed for illness or injury caused by willful violence or as a consequence of working for compensation for other than the City.

(n) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (j), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and payable by the employee to the Utility. In like manner, any sick and accident leave allowances for an on-the-job injury covered by other payments for time off from Worker's Compensation and/or from a third party as set out in paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the Utility upon his/her receipt of such other payments. Employee shall be liable for above described advances for a period of one year from date of payment.

(o) Any claim made under this section shall be for legitimate personal illness or injury only; if any employee makes a false claim or otherwise abuses the privileges established herein, he/she shall be subject to a one week layoff for the first offense and discharge for any

subsequent offense. **Any employee who submits an altered original or a fictitious document in response to a request for medical certification of absence claimed as sick leave shall be subject to immediate dismissal for such action.**

Section 7. Leaves of Absence: (a) Each request for leave shall be considered on an individual basis only and shall be granted or refused according to the Utility's judgment of its merit.

(b) With the written approval of the Department Manager, a maximum of thirty calendar days leave of absence in each calendar year may be granted to an employee for reasons other than illness and recuperation therefrom, provided the employee can be spared from duty. Such leave may be extended to six months with the written approval of the Labor Relations Director. Subsequent extensions may be granted with the written approval of the Labor Relations Director up to a maximum of one (1) year, and the Union shall be notified of the extension. While on such leave, the employee shall not be deemed to have forfeited his/her seniority and rights.

(c) In case of absence of over thirty calendar days, an employee shall be permitted to return to work only if he/she is physically qualified to do so. If he/she remains away more than one (1) year or if he/she accepts employment elsewhere while on such leave without the written consent of the Utility, his/her employment and rights with the Utility shall be deemed to have been terminated. Any such leave taken under this section shall be without pay.

(d) It is not the policy of the Utility to grant a leave of absence for the purpose of working outside the Utility, unless unusual circumstances involving service to the City of Fort Wayne are involved.

(e) Pregnancy leave is to be treated the same as any other illness. Accrued personal sick time may be used as needed. In the event all sick time is exhausted, a Leave of Absence should be granted so that the group insurance benefits may be extended and all seniority rights protected. Arrangements to pay the insurance premium while on leave should be made with the Payroll Department. The affected employee's ability to perform the necessary duties will be determined by the attending physician and/or the City physician. When she is unable to perform her assigned duties, personal sick time accrued will be paid.

(f) An employee exceeding the thirty (30) day regular, illness, or maternity leave who elects to return to work and is physically and contractually qualified, will bump the employee having the least seniority in his/her classification. If the employee returning from such leave of absence doesn't qualify for such job, he/she will be laid off. The employee no longer required shall be laid off.

Section 8. Leaves for Union Business: (a) Employees called upon to transact for the Union with the Utility any business which requires them to be absent from duty with the Utility shall, upon twenty-four hours application and with the proper permission, be granted the necessary time off.

(b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints.

(c) Employees who serve on the Union Negotiation Committee shall be paid their regular base wages for the time spent in bargaining the terms of a new agreement. The maximum that will be paid per session shall be a regular scheduled day's pay of eight hours. Not more than four such employees shall be excused from their duties at one time.

(d) Any employee elected or appointed to an office in the Union requiring him/her to be absent from duty with the Utility shall, at the end of his/her term of office, be reinstated in his/her former position or, if such position has been eliminated, to a job in the highest classification attained prior to holding such eliminated position with all the seniority and rights accrued as of the time he/she left the Utility to take over Union duties. Other employees shall consent to the demotions necessary to make room for him/her on his/her return. He/she shall not be paid by the Utility during his/her absence.

Section 9. Death Leave: (a) In the case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of three (3) consecutive work days off with straight time pay to attend the funeral and to attend to administrative details. Members of the immediate family include: spouse, children/step-children, parents/step-parents, father/mother-in-law, brothers/sisters, half brothers/sisters, brothers/sisters-in-law, sons/daughters-in-law, aunts and uncles, grandparents/grandparents of spouse, grandchildren, whether of natural relationship, legally adopted or under legal guardianship of the employee. Proof may be required before granting this benefit.

(b) Any change in the City policy which becomes more inclusive, such addition shall immediately become part of this section. Any change which is deemed to be less inclusive shall have no effect here.

Section 10. Jury Duty: An employee absent from his/her duties with the Utility because of jury duty, or subpoenaed as a witness for a case in which the employee has no personal interest, shall receive the difference between his/her base pay and the payment received for the

period of jury service upon presentation of satisfactory evidence.

Section 11. Military Leave: (a) Regular employees covered by this Agreement who serve this country in a military capacity shall be re-employed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts.

(b) All employees who are Indiana National Guard or Reserve personnel shall be entitled to a leave of absence from their respective duties pursuant to applicable federal and State law.

Section 12. Notification of Absence: (a) When reasons beyond employee's control (such as emergency, medical or other critical or serious circumstances) cause an employee to anticipate being late or absent from work he/she shall give notice as far in advance as possible to his/her Supervisor.

(b) If he/she does not have just cause for failing to give notice, he/she shall be subject to disciplinary action.

Section 13. Transfers: (a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he/she shall receive the highest rate of pay for the entire time so worked. If this higher rated job contains wage time steps, he/she shall first enter the job at the first step and shall accumulate credit for time spent on that job. He/she shall receive either his/her own rate or the rate of the step he/she enters, whichever is greater.

(b) If an employee is temporarily transferred to a job having a lower rate of pay, he/she shall not suffer a reduction in his/her rate of pay.

(c) If an employee is permanently assigned after a successful bid to another job, he/she shall receive the rate of pay of the job.

Section 14. Vacations: (a) Employees who have completed the probationary period, shall from their date of hire accrue vacation at the rate of one and fifty-four hundredths (1.54) hours per calendar week in which the employee is in a pay status. Such accrual shall provide a two (2) week ten (10) days paid vacation on completion of one (1) year, fifty-two (52) weeks of service. Employees upon completion of their first six (6) months of service may, with supervisor approval, use vacation time as it is accrued. Time which has not been accrued may not be taken.

(b) During the subsequent period of continuous service, employees shall continue to accrue paid vacation described above paragraph (a). However, on the anniversary of the employees' completion of five (5) or more years of continuous service, the employee shall accrue vacation at the rate of two and thirty-one hundredths (2.31) hours per calendar week in which the employee is in a pay status. Such accrual shall provide a three (3) week, fifteen (15) days paid vacation which time may be used as it is accrued with supervisor approval. Time which has not been accrued may not be taken. On the anniversary of the employees' completion of fourteen (14) or more years of continuous service, the employee shall accrue paid vacation at the rate of three and eight hundredths (3.08) hours per calendar week in which the employee is in a pay status. Such accrual shall provide a four (4) week, twenty (20) days paid vacation which time may be used as it is accrued with supervisor approval. Time which has not been accrued may not be taken.

(c) Current employees hired prior to January 1, 1996 with less than 20 years of service shall receive a longevity bonus (40 hrs. x hr. rate) payable upon 20 years of service and each year thereafter. The payment shall be a lump sum payment paid during the first

pay period after the employee's anniversary date.

(d) **Current employees who reach 20 years of service during the term of this agreement shall have the choice of taking a fifth week of vacation or receiving the longevity payment defined in paragraph (c). The choice must be made by August 1, 1996, and is binding throughout the remainder of the employee's career.**

(e) **Unused vacation shall automatically be carried over into the next year. In no event will more than one year of vacation accrual be carried over. Amounts of more than one year carry-over shall be reimbursed to the employee.**

(f) **Six-day shift employees shall receive a 6<sup>th</sup> day of paid vacation time, at straight-time pay, for each five consecutive days of vacation taken.**

(g) If an employee is called back to work on one or more of the days for which he/she is receiving vacation pay, he/she shall have the vacation days restored and be paid subject to the premium provisions of Section 17.

(h) In order to avoid disrupting the working schedule, the Utility shall designate the vacation periods. When setting the schedule of vacations, the Utility shall respect the wishes of the employees in order of their seniority as far as the needs of its services will permit.

(i) When an employee with more than six months but less than fifteen years of continuous service leaves the service of the Utility, an adjustment in his/her final pay shall be made for vacation taken before being fully accrued.

(j) In the event of the death or separation of an employee who has earned but not used his/her vacation for the contract year in which death or separation occurred, the employee or his/her beneficiary shall receive an amount equivalent to his/her earned vacation plus prorated

vacation for the year in which the death or separation occurs, unless paragraph (f) applies. It shall be the responsibility of the employee to designate the beneficiary of the benefits set forth in this paragraph. If the employee fails to make such a designation, then the beneficiary designated on the employee's City life insurance application shall be the beneficiary of the benefits set forth in this paragraph. If no such beneficiary is designated either by the employee or by reference to the employee's City life insurance application, then the benefits set forth in this paragraph shall be payable to the employee's estate.

**(k) An employee may sell back to the City accrued vacation in excess of 80 hours and any unused personal days. All requests to sell vacation and personal time back to the City must be made prior to November 1, 1996. The City will not accept any requests from November 1 to December 31 of any year.**

Section 15. Legal Holidays: (a) Holidays, within the meaning of this Agreement shall be:

New Year's Day	Veterans Day
M. L. King's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

or days celebrated for the foregoing. Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday, shall be celebrated on the preceding Friday. Holidays falling on consecutive days of Friday and Saturday shall be celebrated on Thursday and Friday, and holidays falling on consecutive days of Sunday and Monday shall be celebrated on

Monday and Tuesday.

(b) Each hourly rated employee covered herein, subject to the limitations of the following paragraph (c), shall be allowed as holiday pay the equivalent of his/her regular straight time base pay for each of the holidays recognized in this Agreement, whether such holiday falls on his/her regularly scheduled work day or not.

(c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled work day previous to or following the holiday unless a reason satisfactory to the Utility is given.

(d) If an employee works on a holiday, he/she shall receive the applicable straight time pay or applicable premium pay, including any applicable shift premium, for the hours actually worked.

Section 16. Personal Time: (a) Separate and independent of vacation and sick leave allowances, employees under this Agreement shall receive five (5) days personal time each calendar year commencing with the completion of one year's service.

(b) After completion of five year's service, employee shall receive six (6) days personal time in **1996**.

(c) Each employee with twenty or more years of continuous service shall receive, during **1996**, seven (7) days of paid personal leave.

(d) Members of the bargaining unit shall receive a paid day off **in 1996** for their birthday which occurs during their employment with the City.

**(b) Effective January 1, 1997, Employees hired prior to January 1, 1997 shall receive a longevity bonus equal to 24 hours x hourly rate per year at five (5) years of service**

**and every year thereafter based on eliminating the birthday holiday and the additional personal days offered at five years and twenty-(20) years of service. The longevity bonus payment defined in this paragraph shall be made in the first pay period following the employee's anniversary date.**

**(c) Personal time will be taken separately from any vacation time, and must be approved by management at least one working day prior to the request for such personal day. In the event of an emergency, as determined by the Department Manager, the one working day notice may be waived. Personal time shall not be refused if an employee, who gives twenty-four (24) hours notice to the Department Manager, requests a personal day on a religious holiday, and on one (1) occasion during each calendar year, the employee may determine the occasion to be an emergency.**

**Section 17. Premium Pay--Overtime:**

**(a) All hours worked over forty (40) in a seven-day cycle, which starts at 12:01 a.m. Monday and ends at midnight Sunday, qualify for Fair Labor Standards Act (FLSA) premium pay at one and one-half times the employee's hourly rate. Hours worked include hours actually worked, paid holidays, and compensatory time used, but do not include paid sick time, funeral leave, personal time, vacation time, or unpaid time off.**

Time worked on holidays shall be paid for as set out in Section 15, entitled "Legal Holidays."

**(b) An hourly rated shift employee whose regularly-scheduled work day falls on Sunday shall be paid straight time for that day.**

**(c) Whenever hours worked are subject to overtime rates on account of two or more provisions of this Agreement, only one overtime rate shall be effective. If the overtime rates are different, the higher rate shall be applied.**

(d) As far as it is practicable, all overtime work shall be equally and impartially divided among the employees who generally work on the class of work being performed at the overtime rates. This provision shall not be interpreted to limit the Superintendent of the Department in rescheduling work or temporarily transferring employees to avoid overtime work if possible. In addition, management may not add second and third shifts to avoid paying overtime unless mutually agreed between Union and management.

(e) A minimum of four hours at the applicable overtime rate shall be allowed to all employees who are called back to work after they have been released from their regular day's work. Time shall start when the employees are called; however, all time exceeding thirty minutes between the time of call and the time of reporting for work shall not be paid for.

(f) Line Crew called back for an emergency and working more than one hour between the hours of 12 midnight and 5:00 a.m. shall be entitled to a rest period extending into his/her immediately following regular scheduled work day without loss of pay for such period. The length of the extension into such work day shall be equal to the hours worked between midnight and 6:00 a.m., but shall not exceed four hours. A callout made after 4:00 a.m. shall not entitle the employee or employees affected to a paid rest period. Pay for all callouts shall be as provided elsewhere in this Agreement.

(g) Paid Meal Period: The Utility shall make available to employees who are required to work overtime those meals which they would normally eat at home or which, because of their being called out for such work, they would not be able to provide for themselves. To this end, therefore:

1. If an employee is required to work continuously as much as one and one-half hours beyond the normally scheduled working hours, he/she shall receive a meal which shall be furnished him/her by the Utility; or, if a meal is not so furnished, he/she shall be paid the sum of three dollars (\$3.00) for such meal.
2. Reasonable time, but not more than **twenty (20)** minutes, shall be allowed for a meal and counted as time worked when work is thereafter continued a minimum of three (3) hours.
3. If an employee is called out for work one and one-half hours or more prior to his/her regularly scheduled starting time and continues to work his/her stated schedule of work, he/she shall receive a meal which shall be furnished by the Utility or, if a meal is not so furnished, he/she shall be paid the sum of three dollars for such meal.
4. When work continues beyond one and one-half hours after scheduled quitting time, an additional meal shall be furnished at intervals of not more than four hours commencing one and one-half hours after scheduled quitting time if the employee continues to work through each such interval.
5. If an employee is called out after quitting time or is notified to return the same day for work where there is elapsed time from the completion of his/her regular work schedule to the beginning of such work and if he/she then works four hours or more, a meal shall be furnished at the end of each interval of four hours during the period terminating one and one-half hours before his/her scheduled starting time.
6. Reasonable time, but not more than **twenty (20)** minutes, shall be allowed for meals and counted as time worked if an employee foregoes the scheduled meal one and

one-half hours after regular quitting time and continues to work an additional one and one-half hours.

7. The time paid for eating a meal as provided for in Item 2 of this section shall not be included for the purpose of computing the elapsed time in the next four-hour intervals at the end of which an employee would be entitled to a meal in accordance with Item 4 or 5 of this section.
8. If any of these provisions call for furnishing more than one meal in a four-hour period, only one meal shall be furnished.
9. **The Employer shall reimburse any employee up to ten (10) dollars per meal for meals eaten by the employee during call-out situations on Saturday, Sunday, or legal holidays during regular meal times which are defined as breakfast (5 a.m. to 8 a.m.), lunch (12:00 noon to 1 p.m.) and dinner (5:00 p.m. to 8:00 p.m.) Not more than twenty (20) minutes shall be allowed to eat any such meal as provided in Article VI, Section 1. The ranking supervisor at the scene of the emergency will determine the time to stop for such meals, it is expected the detaining of meals will not interfere with the restoration of service during emergencies.**

(h) A shift premium of thirty (30) cents per hour shall be paid for all the hours actually worked of a shift having 50 percent or more of the shift hours scheduled between 6:00 p.m. and 12:00 midnight; a shift premium of thirty-five (35) cents per hour shall be paid for all hours actually worked of a shift having 50 percent or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m.

(i) In computing premium pay for shift work, the premium factor shall be applied to the base rate and the applicable shift premium payment. There shall be no pyramiding of premium pay.

(j) The plumbers crew/leader and/or their designated replacements are to be paid on standby as scheduled by management on a rotating basis for Saturday and Sunday. Employee on standby shall receive regular rate of pay for their regular shift hours for a total of eight (8) hours each day. In the event of an emergency call in, all hours worked shall be paid at applicable premium pay rates in the contract. In addition, all hours not worked for the remainder of the established shift hours shall be paid at the regular standby rate.

Section 18. Full Employment and Weather Conditions:

(a) Regular employees of the Utility shall be furnished and paid for full-time employment in accordance with the working schedules of the various classifications, provided they are ready and able to perform the work.

(b) The Utility and the Union recognize the fact that temperature, wind or precipitation or varying combinations of these factors may produce weather conditions under which work should continue only in the event of an emergency.

(c) A Serviceman and a helper shall be assigned to a truck when work becomes hazardous due to abnormal operating conditions.

(d) The Union recognizes that the outside worker, in electing to follow outside work, accepts reasonable discomfort from precipitation, minimums of temperature and maximums of wind and that such reasonable discomfort should not justify suspension of work.

(e) The Utility recognizes that when certain limits of temperature, wind velocity or precipitation are exceeded, outside work should be suspended or modified, whenever possible.

(f) Therefore, it is agreed that when the wind chill factor is -17° F. or lower, or when the temperature alone is zero degrees Fahrenheit or lower, **or when the heat index, a combination of temperature and humidity is 115 degrees or higher**, outside work shall be suspended except for an emergency. An emergency shall exist when public property, Utility property or public health and safety are endangered or when continuity of Utility service is threatened or interrupted. The superintendent or designee shall be responsible for obtaining official wind chill factor and/or temperature readings issued by the U. S. Weather Service.

(g) When conditions of precipitation occur which may make continuation of work hazardous, the crew leader shall be responsible for decisions concerning weather conditions which may adversely affect the safety of the members of his/her crew, subject to the approval of the Department Manager or his designee.

Section 19. Retirement:

(a) Accrued sick time pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Public Employees' Retirement Fund and the Social Security Program. Eligibility for accrued sick time pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of this agreement immediately prior to retirement. This benefit shall be computed at the rate of \$8.00 for each eight hours of accumulated sick leave credited to the employee just before his/her retirement. In the event of an employee's death, his/her accumulated sick time shall be paid at the rate of \$8.00 for each 8 hours accumulated to the employee's beneficiary.

(b) Upon retirement, an employee shall receive credit for all accumulated sick time and shall be paid for said time at the following rates:

1) \$1.00 for each hour up to 520 hours;

2) **50** percent of the employee's normal straight time hourly rate for each accumulated hour over 520.

3) In lieu of 2) above, an employee may use such accumulated sick leave over 520 hours to purchase group health insurance the Employer is required to make available to retired employees under I.C. 5-10-8-2.6, with credit given at **100** percent of the employee's normal straight time hourly rate for each accumulated hour over 520.

(c) Pension Fund: All bargaining unit employees shall be covered by the Public Employees' Retirement Fund of Indiana (PERF) and will be credited with all prior service with the Employer whether previously covered by PERF, Municipal Utilities Pension Fund (MUPF), or no pension plan. Employees with broken service will be credited for past service in accordance with the rules and regulations of the Plan Administrator.

(d) Employees who retire under the terms of any of our recognized retirement programs shall be eligible to participate in the current retiree's group health plan at the rate determined by the carrier.

Section 20. Protective Equipment:

(a) If an employee does not use the protective equipment furnished by the Utility according to the safety rules set by the Utility, then he/she shall be subject to disciplinary action.

(b) **Employees required to wear safety shoes shall purchase and wear them.** The Utility shall pay the cost of one pair of industrial safety glasses as approved by Safety Depart-

ment with receipt of purchase, up to a maximum of \$50.00 (limit of one pair a year.) The Utility will not pay any cost incurred by or in connection with a prescription that may be needed to acquire safety glasses. If the safety glasses are broken in the work area, when working, the Utility will replace them at the entire cost to the Utility.

(c) Uniforms shall be worn by all bargaining unit employees except those classifications assigned in clerical positions. Such uniforms shall be furnished by the Utility at no cost to the employee.

**(d) Foul weather gear as determined by management shall be furnished by the Utility at no cost to the employee. Said gear shall be checked in and out by management and assigned to a specific employee.**

Section 21. Group Insurance:

(a) The Employer agrees that basic health insurance, major medical, dental, and disability insurance benefits at not less than the level in effect on December 1, 1995 shall be extended to all bargaining unit employees during the term of this Agreement. Such benefits shall be provided under a basic health plan, a preferred provider plan, or a health maintenance organization plan. Costs of the City's basic health plan for 1996 shall not be more than:

<u>Coverage Category</u>	<u>Amount Per Month</u>
Employee Only	<b>\$31.25/month</b>
Employee plus one dependent	<b>\$50.00/month</b>
Family	<b>\$77.50/month</b>

For 1997 and 1998, the rates for said categories of coverage may not increase by more than 10 percent. Members may participate in other City health plans at the rates set for participation in

such plan.

Benefits described are minimum to be provided. Costs cited are maximum charges for terms described. Benefits will be increased and/or costs reduced if such change is provided to any other group of City or Utility employees. In the event a state or national health plan becomes available, this section shall be reopened and discussion held with the intent that the best option or combination of options at least cost be extended to the employees covered under the terms of this Agreement.

(b) Each employee shall be extended a Group Life, Accidental Death, Dismemberment and Loss of Sight Policy in the amount of \$15,000.00 and will remain in full force and effect for the life of this Agreement except that none of the above said benefits shall be applicable under the conditions of paragraph (d) below.

**(c) Employees, or beneficiaries of employees, eligible for benefit under provision cited in (b), above, shall receive full payment at employee's regular straight time rate for all accumulated hours of sick and personal accident leave. Beneficiary designation is described in Article VI, section 14 (j) of this agreement.**

(d) Each employee who retires under one of the recognized retirement programs listed in Section 19 (a) of this Article, and who has at least eight (8) years of continuous service at retirement, shall receive \$5,000 Term Life Insurance Policy for the rest of their life.

(e) Termination of Insurance: All insurance policies will terminate for any of the following reasons:

1. Termination of employment, except as provided under COBRA or the retirement provisions of this Agreement.

2. Thirty (30) days after date of layoff.
3. City employees on legitimate regular, illness or maternity leave of absence will be covered under the Utility insurance plans for thirty (30) calendar days. In case of illness or maternity leave, this will not apply until after all accrued sick leave is exhausted.

If the Utility employee elects to extend such insurance coverage beyond the thirty (30) calendar day coverage, he/she may do so by contacting the Payroll Department and arranging to pay the full insurance premium at the existing rate at the time of, and any rate changes that may occur during, the leave of absence.

**(f) Eligibility for Insurance:** New employees actively at work on the first (1st) day following thirty (30) days of employment shall be eligible for all insurance plans covered under this Agreement.

**Section 22. Tuition:** Employees completing management approved education/technical programs with a passing grade, which is defined as a "c" or better in a graded course and a "pass" in a pass-fail course, shall be reimbursed for full cost for such training.

**Section 23. Productivity Bonus:** Each employee shall receive a productivity bonus of \$175.00 payable on June 1, 1996. For 1997 and 1998, each employee shall receive a productivity bonus of at least \$175.00, but not more than \$525.00 payable on June 1, 1997 and June 1, 1998. Each employee's productivity bonus shall be the same and shall be based upon the percentage of productivity/efficiency goals that were reach in the prior year. The productivity/efficiency goals shall be established by a joint Union/Management committee.

If no agreement can be reached on such goals, the maximum bonus shall be \$175.00 a year.

Section 24. Exam Language: The current practice of the City of Fort Wayne in paying the employee's fee(s) and in providing the necessary time off from work when an employee is required to take an exam, physical examination or to comply with a City, State, or Federal requirement will be continued for the term of this Agreement.

## ARTICLE VII WAGE SCHEDULES

Section 1. Signing Bonus: Each employee shall receive a signing bonus which is 2.5 % of the rate for all hours compensated each employee beginning on January 1, 1996 through July 21, 1996. Each employees permanent classification rate on July 21, 1996 will be used.

IBFO LOCAL 7 - WATER MAINTENANCE & SERVICE DEPARTMENT

Schedule A - July 22, 1996

Effective from January 1, 1996 and continuing for the life of this agreement, the City shall pay the employee's portion of PERF contributions. Effective July 22, 1996, hourly wage rates for regular authorized positions shall be increased 2.5% above 1995 rates, and shall be as follows:

Job Titles	First 3 Months	4 thru 9 Months	10 thru 15 Months	Over 15 Months
Assistant Storekeeper	12.1306	12.2752	12.4125	12.5391
Backhoe Operator	12.6236	12.7566	12.8823	12.8823
Chief Utility Plumber	13.5991	13.5991	13.5991	13.5991
Complaint Person	12.5539	12.6796	12.7556	12.9741
Dispatcher	12.5085	12.6215	12.7112	12.8242
Hydrant/Maintenance Person	12.2858	12.4135	12.5539	12.6922
* ** Junior Clerk	10.0455	10.3273	10.6050	10.8879
*** Laborer I	10.9291	11.0336	11.1329	11.2532
**** Laborer II	11.4190	11.5035	11.6090	11.6090
Large Meter Repairer/Investigator	13.1504	13.3310	13.5136	13.5136
Maintenance Crew Leader	13.0818	13.2634	13.4460	13.4460
Meter Changer/Maintenance Plumber	12.0630	12.1770	12.2678	12.3808
Meter Shop Leader	12.9182	13.1008	13.2824	13.2824
* Plumber Crew Leader	13.5616	13.7442	13.9258	13.9258
Remote Meter Installer	12.1538	12.2995	12.4177	12.5391
* ** Senior Clerk	11.0885	11.2965	11.5087	11.7336
Senior Meter Repairer	12.1401	12.2720	12.3977	12.5170
** Service Person	12.3861	12.5318	12.6511	12.7714
Small Meter Repairer	11.1329	11.2532	11.3345	11.3345
Storekeeper	13.0216	13.2043	13.3859	13.3859
Tandem Driver	12.1475	12.2425	12.3428	12.4473
Utility Person	12.5244	12.6511	12.7915	12.9308
Valve Truck Operator A	12.3776	12.5233	12.6416	12.7609
Valve Truck Operator B	12.0588	12.1865	12.3269	12.4663
+ Watch/Maintenance/Comm Operator	10.9840	11.3778	11.4612	11.4612

IBFO LOCAL 7 - WATER MAINTENANCE & SERVICE DEPARTMENT

Schedule B - January 1, 1997

Effective from January 1, 1997 and continuing for the life of this agreement, the City shall pay the employee's portion of PERF contributions. Effective January 1, 1997, hourly wage rates for regular authorized positions shall be increased 3% above 1996 rates, and shall be as follows:

Job Titles	First 3 Months	4 thru 9 Months	10 thru 15 Months	Over 15 Months
Assistant Storekeeper	12.4945	12.6435	12.7848	12.9153
Backhoe Operator	13.0023	13.1393	13.2687	13.2687
Chief Utility Plumber	14.0071	14.0071	14.0071	14.0071
Complaint Person	12.9305	13.0599	13.1382	13.3633
Dispatcher	12.8838	13.0001	13.0926	13.2089
Hydrant/Maintenance Person	12.6543	12.7859	12.9305	13.0730
***Junior Clerk	10.3468	10.6372	10.9232	11.2146
***Laborer I	11.2570	11.3647	11.4669	11.5908
****Laborer II	11.7616	11.8486	11.9573	11.9573
Large Meter Repairer/Investigator	13.5449	13.7309	13.9190	13.9190
Maintenance Crew Leader	13.4743	13.6613	13.8494	13.8494
Meter Changer/Maintenance Plumber	12.4249	12.5423	12.6358	12.7522
Meter Shop Leader	13.3057	13.4938	13.6809	13.6809
Plumber Crew Leader	13.9684	14.1565	14.3436	14.3436
Remote Meter Installer	12.5184	12.6685	12.7903	12.9153
*** Senior Clerk	11.4212	11.6354	11.8540	12.0856
Senior Meter Repairer	12.5043	12.6402	12.7696	12.8925
** Service Person	12.7576	12.9077	13.0306	13.1545
Small Meter Repairer	11.4669	11.5908	11.6746	11.6746
Storekeeper	13.4123	13.6004	13.7874	13.7874
Tandem Driver	12.5119	12.6098	12.7131	12.8207
Utility Person	12.9001	13.0306	13.1752	13.3188
Valve Truck Operator A	12.7489	12.8990	13.0208	13.1437
Valve Truck Operator B	12.4205	12.5521	12.6967	12.8403
+ Watch/Maintenance/Comm Operator	11.3135	11.7192	11.8051	11.8051

IBFO LOCAL 7 - WATER MAINTENANCE & SERVICE DEPARTMENT

Schedule C - January 1, 1998

Effective from January 1, 1998 and continuing for the life of this agreement, the City shall pay the employee's portion of PERF contributions. Effective January 1, 1998, hourly wage rates for regular authorized positions shall be increased 3% above 1997 rates, and shall be as follows:

Job Titles	First 3 Months	4 thru 9 Months	10 thru 15 Months	Over 15 Months
Assistant Storekeeper	12.8693	13.0228	13.1684	13.3028
Backhoe Operator	13.3924	13.5335	13.6668	13.6668
Chief Utility Plumber	14.4273	14.4273	14.4273	14.4273
Complaint Person	13.3185	13.4517	13.5324	13.7642
Dispatcher	13.2703	13.3901	13.4853	13.6052
Hydrant/Maintenance Person	13.0340	13.1695	13.3185	13.4652
* **Junior Clerk	10.6572	10.9563	11.2509	11.5510
***Laborer I	11.5947	11.7056	11.8109	11.9386
****Laborer II	12.1144	12.2040	12.3160	12.3160
Large Meter Repairer/Investigator	13.9513	14.1428	14.3366	14.3366
Maintenance Crew Leader	13.8785	14.0711	14.2649	14.2649
Meter Changer/Maintenance Plumber	12.7976	12.9186	13.0149	13.1348
Meter Shop Leader	13.7049	13.8986	14.0913	14.0913
Plumber Crew Leader	14.3875	14.5812	14.7739	14.7739
Remote Meter Installer	12.8940	13.0485	13.1740	13.3028
***Senior Clerk	11.7638	11.9845	12.2096	12.4482
Senior Meter Repairer	12.8794	13.0194	13.1527	13.2793
**Service Person	13.1404	13.2949	13.4215	13.5492
Small Meter Repairer	11.8109	11.9386	12.0248	12.0248
Storekeeper	13.8146	14.0084	14.2011	14.2011
Tandem Driver	12.8872	12.9880	13.0944	13.2053
Utility Person	13.2871	13.4215	13.5705	13.7183
Valve Truck Operator A	13.1314	13.2860	13.4114	13.5380
Valve Truck Operator B	12.7932	12.9287	13.0776	13.2255
+ Watch/Maintenance/Comm Operator	11.6530	12.0707	12.1592	12.1592

IBFO LOCAL 7 - WATER MAINTENANCE & SERVICE DEPARTMENT

Page 2 of Schedules A, B, & C

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NOTE:

\*\*\*\* Department Superintendent may reclassify employees completing Laborer I step rates to Laborer II based upon fitness, ability, efficiency, and work record, with recommendations of Construction and/or Service Supervisors, and/or other working leaders.

There shall be no posting or bid for Laborer II.

\*\*\* Vacancies in these classifications may be filled by the Utility without going through the posting and bidding procedures provided in Article VI, Section 5.

\*\* Shift premium will be paid for regularly scheduled shift hours actually worked.

\* \$.20 equity increase

+ Any employee in the Watch, Maintenance & Communication Operator position who is solely responsible for radio dispatch, telephone answering, and emergency crew call-ins for two or more hours in any one shift will receive an additional thirty (30) cents per hour for all actual hours worked on that shift.

## RECOGNITION AGREEMENT

WHEREAS, The City of Fort Wayne, Indiana, has recognized that Local No. 7 of The **National Conference of Firemen and Oilers, AFL/CIO, affiliated with the Service Employees International Union**, represents a majority of employees in the bargaining unit, and

WHEREAS, the bargaining unit represents employees in job classifications, **or their negotiated successor titles**, listed in Article **VIII, the wage schedule**, of this Agreement, then

THEREFORE, be it resolved this Agreement shall become effective on the 1st day of January, 1993, and shall remain in full force and effect through the 31st day of December, 1998, and

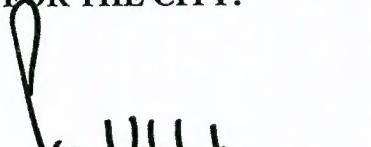
**BE IT FURTHER RESOLVED**, this Agreement shall be binding upon the successors and assignees of the parties hereto in the event of a sale, transfer, assignment, contract to manage or privatization of bargaining unit work.

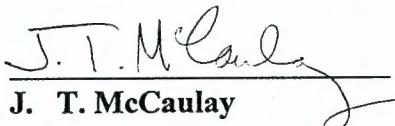
Such successor agreement shall maintain all bargaining unit employees with full bargaining unit seniority and all other provisions and benefits provided in this Agreement including a medical and dental plan with comparable employee cost and plan benefits as currently provided under the provisions of the agreement.

In any successor agreement of the current Agreement language - City of Fort Wayne, Indiana, the Utility or Employer, or any other term referring to the Utility shall be interpreted to mean the successor employer.

**The City of Fort Wayne, Indiana shall notify any successor or assignee and advise  
same of their binding obligation to the provisions of this Agreement.**

**FOR THE CITY:**

  
Paul Helmke  
Mayor

  
J. T. McCaulay  
City Attorney

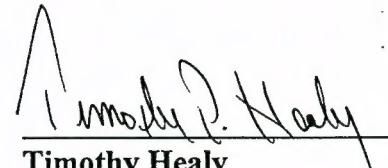
  
Payne D. Brown  
Director of Public Safety/Human Resources

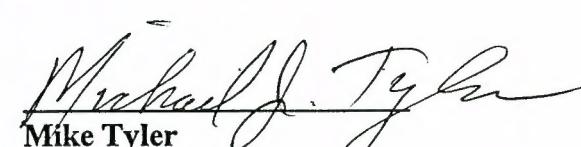
  
Terry L. Atherton  
Director of City Utilities

**FOR THE UNION:**

  
John M. Code  
President

  
Raymond A. Poczekaj  
Business Representative

  
Timothy Healy  
Business Representative

  
Mike Tyler  
Steward

BILL NO. S-96-07-06

REPORT OF THE COMMITTEE ON  
FINANCE  
THOMAS C. HENRY - JOHN N. CRAWFORD - CO-CHAIR  
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) of the Common Council  
fixing, establishing and ratifying compensation for certain City  
employees of the City of Fort Wayne, Indiana, represented by the  
NATIONAL CONFERENCE OF FIREMEN AND OILERS LOCAL NO. 7 AFL-CIO

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*John N. Henry* \_\_\_\_\_  
*Martin J. Benden* \_\_\_\_\_  
*Thomas Hayburn* \_\_\_\_\_  
*Colleen Davis* \_\_\_\_\_  
*Debbie Tuck* \_\_\_\_\_  
*John Kennedy* \_\_\_\_\_  
*Q. Silomay* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED:

Sandra E. Kennedy  
City Clerk